



# Shelby County Tennessee

Mark H. Luttrell, Jr., Mayor

## **Request for Proposal Shelby County Government Purchasing Department**

160 N. Main, Suite 550  
Memphis, TN 38103

*Issued: October 7, 2011*

**Due: November 18, 2011 no later than 3:00 P.M. (Central Standard Time)**

**RFP #12-008-12**

### **Ryan White Part A & Minority AIDS Initiative (MAI) HIV Emergency Relief Project (Community Services)**

Shelby County Government is seeking proposals from interested and qualified agencies and professional individuals to provide core medical and supportive services for People Living with HIV and AIDS (PLWH/A) in the Memphis Transitional Grant Area (TGA), including Shelby, Fayette, and Tipton counties in Tennessee; Marshall, DeSoto, Tunica, and Tate counties in North Mississippi; and Crittenden County in East Arkansas. Information regarding this RFP is located on the County's website at [www.shelbycountyttn.gov](http://www.shelbycountyttn.gov). At the top of the home page, click on the links "Department", "P" for the Purchasing Department and "Bids" to locate the name of the above-described RFP.

*A pre-proposal conference will be held at 2:00 P.M. on Tuesday, October 18, 2011, at The Urban Child Institute, 600 Jefferson Avenue (Auditorium), Memphis, TN 38105. All interested respondents are encouraged to attend this informational meeting. If you plan to attend, please confirm your attendance with company name, representative's name and contact number to the Purchasing Department via email at [deborah.cairncross@shelbycountyttn.gov](mailto:deborah.cairncross@shelbycountyttn.gov). A confirmation email will be returned with specific information concerning the conference.*

The proposal, as submitted, should include all estimated costs related to the services requested by the RFP specifications. If selected, your proposal will be the basis for negotiating a contract with Shelby County Government. Your proposal must be received in the office of Purchasing **no later than 3:00 p.m. on Friday, November 18, 2011.** Proposals should be addressed to:

**Debbie Cairncross, Buyer**  
Shelby County Government  
Purchasing Department  
160 N. Main St., Suite 550  
Memphis, TN 38103

The package containing an original proposal (clearly identified as original) and seven (7) copies of your proposal must be sealed and marked with the Proposer's name and **"CONFIDENTIAL, RYAN WHITE Part A and MAI Services, RFP #12-008-12"** noted on the outside.

Sincerely,

Debbie Cairncross, Buyer  
Shelby County Government  
Purchasing Department

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*Note: Please make sure you pay close attention to Sections: I-V, IX & XI. These sections will clearly outline what information is required to properly respond and prepare your RFP response.*

*Please download all of the additional information and multiple attachments that accompany this RFP.*

## I. INTRODUCTION

Shelby County Government (the “County”) is seeking proposals from interested and qualified agencies to provide core medical and supportive services for People Living with HIV and AIDS (PLWH/A) in the Memphis Transitional Grant Area (TGA), including Shelby, Fayette, and Tipton counties in Tennessee; Marshall, DeSoto, Tunica, and Tate counties in North Mississippi; and Crittenden County in East Arkansas (the “Services”). This Request for Proposals (“RFP”) is being released to invite interested and qualified agencies to prepare and submit proposals in accordance with instructions provided where the successful candidates will be selected and invited to enter into a contractual relationship with Shelby County for the Services outlined in this RFP. In this RFP, the terms Proposer and Provider are used interchangeably unless the context indicates otherwise.

## II. MINIMUM PROPOSER REQUIREMENT

All Proposers must:

1. Be a qualified nonprofit organization currently chartered by the State in which they operate and exempt from federal tax under Section 501 (c) (3) of the Internal Revenue Code of 1986.
2. Must be governed by a volunteer Board of Directors and provide quality services to persons affected/infected by HIV/AIDS. For-profit service providers may apply if they are able to demonstrate they are the only available provider in a particular service category of quality HIV/AIDS care in the area.
3. Have a functioning accounting system that is operated in accordance with generally accepted accounting principles or an agreement with a designated eligible entity that will maintain such an accounting system and act as the proposer’s fiscal agent. ***(Please clearly outline the system being utilized in the application portion of the RFP.)***
4. Have the principal site of operation be within the counties of Shelby, Fayette, and Tipton in Tennessee, counties of DeSoto, Tate, Tunica, and Marshall in Mississippi and Crittenden County in Arkansas.
5. Be Medicaid certified if providing services which are Medicaid eligible.
6. Have sufficient staff or sub-contractors experienced in performing the Services.
7. Have all appropriate licenses and certifications required by appropriate government agencies to perform the Services and procure all permits, pay all charges, taxes, and fees.
8. **Apply** and **qualify** for an Equal Opportunity Compliance (EOC) certification number through our EOC Administration *(see the details outlined in Section VII General Requirement / e. Selection Criteria).*

9. Attest that you adhere to the requirements of the “Living Wage Ordinance #328”, Section VI, Item i. (*A written statement of compliance must be provided with your response.*)
10. Adhere to all Title VI requirements and provide proof/documentation if necessary.
11. Possess the minimum insurance requirements (**MANDATORY**, please review closely).

**Please Note:** *As a part of doing business with Shelby County, each individual, company or organization is required to obtain a vendor number and an “Equal Opportunity Compliance” certification number prior to submitting a response to any solicitation.*

*You can access the online application to receive the numbers indicated above at [www.shelbycountyttn.gov](http://www.shelbycountyttn.gov) and click the link “Vendor Registration”. Please download the application instructions and read thoroughly prior to accessing the application.*

*If you have any questions regarding the application, you may contact Purchasing at (901) 545-4360 or the EOC Administration at (901) 545-4336.*

### **III. CORRESPONDENCE**

**All correspondence, proposals and questions concerning the RFP are to be submitted to:**

**Debbie Cairncross, Buyer  
Shelby County Government  
160 N. Main St. Suite 550  
Memphis, TN 38103**

Respondents requesting additional information or clarification are to contact Ms. Debbie Cairncross in writing at [deborah.cairncross@shelbycountyttn.gov](mailto:deborah.cairncross@shelbycountyttn.gov) or at the address listed above. Questions should reference the section of the RFP to which the question pertains and all contact information for the person submitting the questions. ***IN ORDER TO PREVENT AN UNFAIR ADVANTAGE TO ANY RESPONDENT, VERBAL QUESTIONS WILL NOT BE ANSWERED. The deadline for submitting questions will be November 14, 2011 by 12:00 p.m. (CST).*** These guidelines for communication have been established to ensure a fair and equitable process for all respondents.

Please be aware that contact with any other personnel (other than the person clearly identified in this document) within Shelby County regarding this RFP may disqualify your company from further consideration.

#### IV. PROPOSAL SUBMISSION & DEADLINE

All proposals must be received at the address listed above no later than **November 18, 2011 @ 3:00 p.m. (CST)**. Facsimile or e-mailed proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals may not be opened and considered. This deadline will not be extended under any circumstances, regardless of weather conditions, transportation delays, or any other situations that may occur.

#### V. PROPOSAL TIMELINE

Shelby County reserves the right to modify this timeline at any time. If the due date for proposals is changed, all prospective Proposers shall be notified.

|                                       |   |
|---------------------------------------|---|
| <b>Request for Proposals Released</b> | <b>Friday, October 7, 2011</b>                    |
| <b>Pre-Proposal Conference</b>        | <b>Tuesday, October 18, 2011 at 2:00 pm (CST)</b> |
| <b>Proposal Due Date</b>              | <b>Friday, November 18, 2011 by 3:00 pm (CST)</b> |
| <b>Notification of Award</b>          | <b>January 2012</b>                               |
| <b>Services to Commence</b>           | <b>March 1, 2012</b>                              |

*A pre-proposal conference will be held at 2:00 P.M. on Tuesday, October 18, 2011, at The Urban Child Institute, 600 Jefferson Avenue (Auditorium), Memphis, TN 38105. All interested respondents are encouraged to attend this informational meeting. If you plan to attend, please confirm your attendance with company name, representative's name and contact number to the Purchasing Department via email at [deborah.cairncross@shelbycountyttn.gov](mailto:deborah.cairncross@shelbycountyttn.gov). A confirmation email will be returned with specific information concerning the conference.*

The County may reproduce any of the Proposer's proposal and supporting documents for internal use or for any other purpose required by law.

#### VI. PROPOSAL CONDITIONS

##### A. Contingencies

This RFP does not commit the County to award a contract. The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. The County will notify all proposers, in writing, if the County rejects all proposals.

##### B. Modifications

The County reserves the right to issue addenda or amendments to this RFP.

### **C. Proposal Submission**

To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the Proposer's responsibility to ensure that its proposals arrive on or before the specified time.

### **D. Incurred Costs**

This RFP does not commit the County to pay any costs incurred in the preparation of a proposal in response to this RFP and proposers agree that all costs incurred in developing this RFP are the proposer's responsibility.

### **E. Final Authority**

The final authority to award a contract rests solely with the Shelby County Purchasing Department.

### **F. Proposal Validity**

Proposals submitted hereunder will be firm for at least ninety (90) calendar days from the due date unless otherwise qualified.

### **G. Disclosure of Proposal Contents**

The proposer understands and acknowledges that the County is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to the County is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee. All proposals and other materials submitted become the property of Shelby County Government.

### **H. LOSB**

The County encourages the utilization of locally-owned small businesses as sources of subcontract work. The County notifies all respondents that all firms and/or individuals shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Title VI of the Civil Rights Act of 1964, as amended.

#### **LOCALLY OWNED SMALL BUSINESS PURCHASING PROGRAM RULES AND REGULATIONS:**

- (i) The Administrator of Purchasing in conjunction with the Administrator of EOC shall identify certain goods and services required by the County to be set aside for special purchasing procedures for locally owned small businesses.
- (ii) Only certified locally owned small businesses will be allowed to submit competitive bids on the goods or services identified under paragraph (i) above.

(iii) The Administrator of Purchasing shall, in conjunction with the Administrator of EOC, annually review the Shelby County Capital Improvement Program to determine those projects with a construction cost of \$250,000 or more. Contracts amounting to at least ten (10%) of the construction costs of such project shall be awarded to locally owned small businesses as defined herein, except as set forth in sub-paragraph (vi) of this section, either as part of the conditions of the solicitation for general Consultants bidding on these projects, or as separate bids issued by the County for subcontracts that may be assigned to general Consultants.

(iv) After adhering to all other bidding and purchasing requirements of the County, not inconsistent with this part, if no bids are received from locally owned small businesses, then the County may solicit bids for the goods or services from all other sources.

(v) On all purchases and/or contracts entered into by the County, the Purchasing Administrator or his or her designee shall have the right to negotiate with any supplier of goods or services to the County for the inclusion of locally owned small business sub-Consultants and/or suppliers in the contract award.

(vi) Failure by a supplier or Consultant to include locally owned small business sub-Consultants or suppliers in its bid or contract may be grounds for rejection of said bid or contract unless the supplier or Consultant can show documented evidence of good cause why none were included.

(vii) Any locally owned small business awarded a contract or purchase order under this section shall not sublet, subcontract or assign any work or services awarded to it without the prior written consent of the Mayor or the Purchasing Administrator.

(viii) As to those purchases below the requirement for a formal bid solicitation (currently, under \$15,000) and not included in the locally owned small business set aside, the Administrator of Purchasing shall determine if any locally owned small business offers that product or service. If so, at least one such eligible locally owned small business should be included in the vendors contacted for an opportunity to bid and the Administrator of Purchasing may, at his discretion, designate in a purchase order the purchase of such goods and services from the identified locally owned small business.

(ix) In those situations where a locally owned small business as defined herein, engages in open competitive bidding for County contracts, the Administrator of Purchasing shall provide for a preference for the locally owned small business where responsibility and quality are equal. Said preferences shall not exceed five percent (5%) of the lowest possible bidder meeting specifications. The preference shall be applied on a sliding scale in the following manner:

- a. A preference of up to five percent (5%) shall be allowed for contracts up to \$500,000.00;



- b. A preference of up to three and one-half percent (3.5%) shall be allowed for contracts up to \$750,000.00;
  - c. A preference of two and one-half percent (2.5%) shall be allowed for contracts up to \$1,000,000.00;
  - d. A preference of two percent (2%) shall be allowed for contracts that exceed \$1,000,000.00.
- (x) For construction contracts over \$2,000,000.00, the Administrator of Purchasing shall provide for a preference of two percent (2%) to general Consultants meeting the requirements of Section 1, Subparagraph B, if fifty percent (50%) or more of the total work comprising the bid has been or will be awarded to certified locally owned small businesses. The fifty percent (50%) subcontracting threshold must be met prior to contract execution.
- (xi) The Administrator of Purchasing may divide a single bid package for any purchase of goods and services into two or more smaller bid packages in any case that the Administrator of Purchasing reasonably believes that the smaller bid packages will result in a greater number of bids by locally owned small businesses.
- (xii) The Administrator of Purchasing, upon approval of the County Mayor, may establish special insurance and bonding requirements for certified locally owned small businesses so long as they are not in conflict with the laws of the State of Tennessee.
- (xiii) The Administrator of Purchasing, with the approval of the County Mayor, shall adopt and promulgate and may from time to time, amend rules and regulations not inconsistent with the provisions of this ordinance, governing the purchase of goods and services from locally owned small business concerns to effectuate and implement the Locally Owned Small Business Purchasing Program within the intent of this ordinance.
- (xiv) The Administrator of EOC shall, in conjunction with the Administrator of Purchasing, provide a written quarterly report to the Mayor and Board of Commissioners which shall include a summary of the purchases selected for this program, a listing of the contracts awarded to locally owned small businesses for the period, and the dollar amounts of each such contract, and the percentage which such contracts bear to the total amount of purchases for the period.

## **I. Living Wage**

Shelby County Government Ordinance #328 “Living Wages” is hereby incorporated into this Request for Proposal and any resulting contract. Please make sure that you review and apply the requirements of the ordinance to your proposal response. Failure to do so will result in disqualification from the review and award process. You may view and print the ordinance as a separate attachment for this RFP (***please do not forget to download ALL the additional attachments***).

## **VII. GENERAL REQUIREMENTS**

### **A. Background**

The Ryan White Program is Federal legislation that addresses the unmet health needs of persons living with HIV/AIDS (PLWHA) by funding primary health care and support services that enhance access to and retention in care. First enacted by Congress in 1990, it was amended and reauthorized four times - in 1996, 2000, 2006, and 2009. The Ryan White Program reaches over 500,000 individuals each year, making it the Federal Government's largest program specifically for people living with HIV disease.

Like many health problems, HIV/AIDS disproportionately strikes people in poverty, racial/ethnic populations, and others who are underserved by healthcare and prevention systems. HIV often leads to poverty due to costly healthcare or an inability to work that is often accompanied by a loss of employer-related health insurance. Ryan White-funded programs are the "payer of last resort". These funding sources only fill gaps in care not covered by other resources. Ryan White clients include people with no other source of healthcare and those with Medicaid or private insurance whose care needs are not being met.

Ryan White services are intended to reduce the use of more costly inpatient care, increase access to care for underserved populations, and improve the quality of life for those affected by the epidemic. The Ryan White Program works toward these goals by funding local and State programs that provide primary medical care and support services; healthcare provider training; and technical assistance to help funded programs address implementation and emerging HIV care issues. The Ryan White Program provides for significant local and State control of HIV/AIDS healthcare planning and service delivery. This has led to many innovative and practical approaches to the delivery of care for PLWHA.

The Memphis Metropolitan Statistical Area (MSA) was ranked as the 41<sup>st</sup> largest MSA in the United States and the 2<sup>nd</sup> largest MSA in Tennessee in 2008, with a population of 1,285,732. Within the MSA, Shelby County is the largest county, with 75 percent of the total population of the MSA. DeSoto County Mississippi, just to the south, is the second largest

county with a population of just over 150,000. The remaining counties range in size from 27,000 to almost 60,000. The table below provides a demographic profile of the eight-county Memphis Transitional Grant Area (TGA):

| <b>Memphis TGA 2008 Demographic Profile</b> |                              |                                 |                |                |                        |
|---|------------------------------|---------------------------------|----------------|----------------|------------------------|
| <b>County, State</b>                        | <b>Estimated Population*</b> | <b>% Black/African American</b> | <b>% White</b> | <b>% Other</b> | <b>% Below Poverty</b> |
| Shelby, TN                                  | 906,825                      | 52.0                            | 44.5           | 3.5            | 18.0                   |
| Tipton, TN                                  | 58,706                       | 19.0                            | 78.9           | 2.1            | 17.2                   |
| Fayette, TN                                 | 38,173                       | 26.8                            | 70.8           | 2.4            | 15.6                   |
| DeSoto, MS                                  | 154,748                      | 21.1                            | 76.0           | 2.9            | 7.1                    |
| Tunica, MS                                  | 10,448                       | 71.3                            | 27.1           | 1.6            | 33.1                   |
| Marshall, MS                                | 37,102                       | 48.4                            | 50.6           | 1.0            | 21.9                   |
| Tate, MS                                    | 27,176                       | 31.4                            | 67.6           | 1.0            | 13.5                   |
| Crittenden, AR                              | 52,554                       | 48.9                            | 49.1           | 2.0            | 26.3                   |
| Memphis TGA Total                           | 1, 285,732                   | 44.8                            | 50.3           | 4.9            | 17.3                   |

\*Source: U.S. Census estimates for Shelby and DeSoto Counties are from the 2008 American Community Survey; all others are 2005-2007 American Community Survey 3 Year Estimates

The MSA contains a high rate of poverty, with 17.3 percent of the population living below the poverty level in 2008, compared to a national rate of 13.2 percent. The rate of poverty was even higher among female householder families with 33% living below the poverty level (national rate was 28% in 2008). Poverty among Blacks/African Americans, estimated at 31.1% in the 2007 Census, is significantly higher than that of the total population and can be attributed to lower educational levels, underemployment, and low wage jobs. Unfortunately, People Living with HIV and AIDS (PLWH/A) are disproportionately affected by this high rate of poverty.

HIV and AIDS prevalence statistics as of December 31, 2009 indicate that Blacks/African Americans are disproportionately affected by HIV and AIDS in the Memphis TGA. Of the 7,156 PLWH/A, 5,816 (81.3 %) are Black/African American, 1,178 (16.5 %) are White, 113 (1.6 %) are Hispanic/Latino, and 49 (0.7 %) are other/not identified.

### **HIV/AIDS Epidemiology for the Eight County TGA**

The HIV/AIDS and sexually-transmitted disease (STD) incidence and prevalence data for the Memphis TGA are provided by each of the three states' (Tennessee, Arkansas, and Mississippi) departments of health. According to these data, the total number of PLWH/A in the Memphis TGA increased from 6,673 to 7,156, an increase of 483 (7.2%) PLWH/A. Of the total number of PLWH/A, 3,965 (55.4%) were living with HIV (not AIDS) and 3,191

(44.6%) were living with AIDS. The total number of new AIDS diagnosis in the past two years was 324, a 19% decrease from the 398 cases reported for 2007-2008.

The two year AIDS incidence for 2008-2009, AIDS prevalence and HIV, not AIDS, prevalence by race, gender, age, and exposure category are provided in **Attachment #1**.

Of the 324 new AIDS cases reported in this period, 88.3 percent were Black/African American, 67.9 percent were male, 21.9 percent were 15-24 years of age at time of diagnosis and 49.4 percent were 25-44 years of age, 32.8 percent were Men who have Sex with Men (MSM), and 35.3 percent were heterosexual. Of the 3,191 People Living With AIDS, 80.2 percent were Black/African American, 70.9 percent were male, 3.5 percent were 15-24 years of age at time of diagnosis and 50.6 percent were 25-44 years of age, 45.3 percent were MSM and 30.1 percent were heterosexual. Of the 3,965 People Living with HIV, 82.1 percent were Black/African American, 65.2 percent were male, 10.4 percent were 15-24 years of age at time of diagnosis and 55.1 percent were 25-44 years of age, 36.5 percent were MSM and 30.7 percent were heterosexual. The table below contains a summary of data from each state in the MSA:

| <b>TGA Total by State</b> | <b>New AIDS Cases 2008-2009</b> | <b>AIDS Prevalence 2009</b> | <b>HIV (not AIDS) Prevalence 2009</b> | <b>HIV and AIDS Prevalence 2009</b> | <b>% of TGA HIV/AIDS Prevalence</b> |
|---------------------------|---------------------------------|-----------------------------|---------------------------------------|-------------------------------------|-------------------------------------|
| Arkansas (1 county)       | 10                              | 93                          | 120                                   | 213                                 | 3.0%                                |
| Tennessee (3 counties)    | 302                             | 2,939                       | 3,581                                 | 6,520                               | 91.1%                               |
| Mississippi (4 counties)  | 12                              | 159                         | 264                                   | 423                                 | 5.9%                                |
| <b>TOTAL</b>              | <b>324</b>                      | <b>3,191</b>                | <b>3,965</b>                          | <b>7,156</b>                        |                                     |

### **Disproportionate Impact of HIV and AIDS**

The epidemic continues to disproportionately impact several populations, including Non-Hispanic Blacks, MSM, youths aged 15-24, Hispanics/Latinos, formerly incarcerated PLWHA and the homeless.

*Non-Hispanic Black/African-Americans:* Representing 44.5% of the TGA population, non-Hispanic Blacks/African-Americans account for 81.3% of the total PLWHA population (5,816), which is nearly five times that of non-Hispanic Whites (1,178). This disparity is less pronounced in the four Mississippi counties, where 60.1% of the reported 423 PLWHA and 50% of new AIDS cases in 2008-2009 were Non-Hispanic Blacks/African-Americans. In Crittenden County Arkansas, 82% (175) of the 213 PLWHA are non-Hispanic Blacks/African-Americans, while 9 of the 10 AIDS cases in 2008-2009 were non-Hispanic Blacks/African Americans. HIV positive Blacks/African-Americans in Shelby County had an age-adjusted death rate higher than white PLWHA, were more likely than Whites to be diagnosed late in the course of infection.

*MSM:* A total of 2,862 MSM were reported to be living with HIV or AIDS in the Memphis TGA as of December 31, 2009, making it the largest exposure group (40%).

*Youth aged 15-24:* Youth aged 15-24 accounted for 21.9% of all new AIDS cases reported in 2008-2009 and 7.3% of the total PLWHA population in the Memphis TGA. In 2009, there were 99 newly reported HIV/AIDS cases among 15-24 year olds, accounting for 24% of the total HIV/AIDS incidence in Shelby County.

*Hispanics/Latinos:* Hispanics accounted for 1.6% (113) of all PLWHA in 2009 and 2.5% of all new AIDS cases in 2008-2009. While this is a relatively small number, the rate of incident HIV/AIDS cases among Hispanics in Shelby County (27.0 per 100,000) is almost twice that of the national rate.

*Incarcerated PLWHA:* According to the Shelby County Sheriff's Office, in calendar year 2009 the Shelby County Jail logged a total of 53,316 bookings. The daily average population was 2,751 inmates, of which 91% were male. The jail system is a "revolving door" for repeat offenders. In 2009, 52% of those booked had six or more prior incarcerations (Shelby County Sheriff's Office, 2009 Jail Report). With a CDC Expanded Testing Initiative in Shelby County Jails, rapid HIV testing is offered to all inmates at the time of intake. In 2009, 14,811 inmates accepted HIV testing at intake and 278 (1.9%) had a positive test. High rates of substance use and mental illness are reported in jail populations. Inmates often give false names and incorrect contact information to law enforcement in an effort to make it difficult to find them after release. Locating and providing care to inmates when they are released from jail poses a significant challenge to the Ryan White system.

*Homeless:* According to the Memphis Partners for the Homeless 2010-2011 Homeless Needs Assessment, approximately 8% (502) of homeless adults are HIV positive.

### **Out of Care**

There are multiple factors that lead to PLWH/A being out of care. 42 percent of PLWH/A in the Memphis TGA are estimated to be out of care. Of the most significant barriers to care, lack of permanent housing, substance abuse, lack of health insurance, and poverty are the most evident. An estimated 14.4 percent of the TGA general population is without health insurance, but more than 35% of Ryan White consumers do not have health insurance. The 2008 National Survey of Drug Use and Health estimate of illicit drug use in the general population of the MSA is 8 percent (102,859); provider estimates of substance abuse among consumers are reported to be 44 percent (2,938). More than 50 percent of the Memphis MSA population is estimated to be at or below 300 percent of the Federal Poverty Level (FPL); More than 90% of Ryan White consumers are at or below 300 percent of the FPL.

## **Unaware**

In recognition of CDC estimates that 21% of persons infected with HIV are unaware of their HIV status, the Ryan White Treatment Extension Act of 2009 mandates that all Ryan White Part A and B recipients include efforts to estimate, assess, and address unaware populations. In the Memphis TGA, there are an estimated 1,549 individuals who are living with HIV who are unaware of their status. The services provided through Ryan White and MAI must include activities to assist these individuals in becoming informed of their HIV status and link them to medical care.

## **Estimated Levels of Service Gaps**

The following data is summarized from the 2009 Ryan White Part A Needs Assessment Report, provided in **Attachment #2**. According to HRSA, service gaps are defined as “all service needs not currently being met for all PLWH/A except for the need for primary health care for individuals who know their status but are not in care. Service gaps include additional need for primary health care for those already receiving primary medical care (in care).” (*Ryan White CARE Act Title I Manual*). This definition also includes identification of particular service needs for specific PLWH/A populations.

The 2009 Needs Assessment includes a summary of core medical and support service needs and service gaps based on review of Memphis TGA Ryan White CAREW are utilization data from 2008 and surveys conducted with consumers as part of the needs assessment process. The 2009 Needs Assessment identified that there were some differences in service needs and service gaps among the three different PLWH/A consumer groups surveyed which need to be taken into consideration when determining what services are needed and how they can be accessed when provided. The three groups surveyed were consumers in care (N=160), consumers who had been in care in the previous five years, but had at least a 12-month period of interrupted care (N=81) and consumers who are not and have not been in care (N=56). A table summarizing the survey results is provided in the table below:

| <b>2009 Needs Assessment Estimated Service Needs and Gaps</b> |                  |                           |                           |                           |                      |                           |
|---|------------------|---------------------------|---------------------------|---------------------------|----------------------|---------------------------|
| <b>Service Category</b>                                       | <b>% in Care</b> |                           | <b>% Interrupted Care</b> |                           | <b>% Out of Care</b> |                           |
|   | <b>Need</b>      | <b>Need, Not Received</b> | <b>Need</b>               | <b>Need, Not Received</b> | <b>Need</b>          | <b>Need, Not Received</b> |
| HIV Doctor  | 91               | 1                         | 96                        | 27                        | -                    | -                         |
| Dental/Oral Health  | 93               | 42                        | 91                        | 58                        | 92                   | 46                        |
| Prescription Drug Assistance                                  | 88               | 8                         | 93                        | 36                        | 77                   | 26                        |
| Health Insurance Assistance                                   | 79               | 19                        | 88                        | 48                        | 78                   | 19                        |

| <b>2009 Needs Assessment Estimated Service Needs and Gaps</b> |                  |                           |                           |                           |                      |                           |
|---|------------------|---------------------------|---------------------------|---------------------------|----------------------|---------------------------|
| <b>Service Category</b>                                       | <b>% in Care</b> |                           | <b>% Interrupted Care</b> |                           | <b>% Out of Care</b> |                           |
|   | <b>Need</b>      | <b>Need, Not Received</b> | <b>Need</b>               | <b>Need, Not Received</b> | <b>Need</b>          | <b>Need, Not Received</b> |
| Medical Case Management                                       | 68               | 8                         | 79                        | 49                        | 61                   | 25                        |
| Mental Health Services  | 43               | 12                        | 68                        | 43                        | 55                   | 22                        |
| Nutrition Therapy   | 37               | 16                        | 60                        | 42                        | 57                   | 42                        |
| Substance Abuse Treatment-Out Patient                         | 9                | 3                         | 56                        | 43                        | 36                   | 24                        |
| Substance Abuse Treatment-In-Patient                          | 8                | 2                         | 56                        | 44                        | 34                   | 21                        |
| Transportation to Medical Care                                | 51               | 17                        | 73                        | 45                        | 69                   | 36                        |
| Food Pantry   | 78               | 12                        | 91                        | 41                        | 82                   | 26                        |
| Utility Assistance  | 63               | 37                        | 79                        | 59                        | 54                   | 27                        |
| Emergency Housing   | 43               | 30                        | 77                        | 59                        | 39                   | 35                        |
| Support Group   | 55               | 20                        | 77                        | 50                        | 70                   | 42                        |
| Non-medical Case Management                                   | 46               | 9                         | 74                        | 50                        | 59                   | 31                        |
| Home Health Care  | 15               | 6                         | 47                        | 35                        | 38                   | 18                        |
| Respite Care  | 14               | 9                         | 52                        | 40                        | 60                   | 20                        |
| Hospice Services  | 12               | 6                         | 44                        | 34                        | 33                   | 15                        |
| Treatment Adherence   | 22               | 7                         | 50                        | 39                        | 38                   | 22                        |

Source: 2009 Memphis TGA Ryan White Needs Assessment, Consumer Self-Administered Surveys

A summary of key data related to identified service gaps is highlighted below:

Dental/Oral Health Care Services:

- All 3 populations of PLWH/A report more than 90% of individuals need this service, with almost half reporting they do not receive it
- No other funding source for dental care

Early Intervention Services (EIS):

- Consumers were not surveyed about this service category; funded for the first time by MAI in late 2008
- Documented success in other programs as a service that helps link newly diagnosed and out of care PLWH/A to medical and support services, especially when conducted by consumer/peers
- MAI 2008 utilization- 369 client (newly diagnosed/out of care) encounters and 60 enrolled in on-going EIS
- MAI 2009 utilization (August 2009-July 2010) -2,950 client (newly diagnosed/out of care) encounters and 189 clients enrolled in on-going EIS

- MAI and Part A funded in 2011- 1,279 client (newly diagnosed/out of care) encounters and 457 clients enrolled in on-going EIS from March –July 2011

#### Prescription Drug Assistance:

- High rate of need for service among all 3 PLWH/A populations
- Currently no waiting list for Tennessee or Mississippi ADAP; Tennessee ADAP implemented a wait list for 4 months in FY 2009
- Arkansas has changed state ADAP eligibility from 500% to 200% of Federal Poverty Level and currently has a wait list

#### Medical Case Management:

- Ryan White Part A eligibility certification is required for all funded services; responsibility for this is assigned to medical case managers
- Medical case management is available at Ryan White medical system access points
- Medical case management responsibilities also include assessment of need for services, individual treatment plan, treatment adherence
- High service gap rate for PLWH/A with interrupted care

#### Mental Health Services:

- Untreated mental health problems are identified as a barrier to care
- Reported need for service is about 50% for all 3 PLHWA populations
- High service gap rate for PLWH/A with interrupted care

#### Substance Abuse Treatment:

- Untreated substance abuse is identified as barrier to care
- Reported need for service is above 50% for PLWH/A with interrupted care
- High service gap rate for PLWH/A with interrupted care
- Utilization rate of Part A-funded substance abuse treatment is low; other funding sources for substance abuse treatment services are available, but services are not specific to PLWH/A

#### Transportation:

- High rate of need for service among all 3 PLWH/A populations
- Identified as a major barrier by consumers and providers as a reason for missed appointments
- Travel distances, lack of public transportation from rural areas of the TGA
- Public transportation in the urban area often requires several bus transfers to access service
- A Needs Assessment Special Study for transportation services was completed in FY 2010; the report is provided in **Attachment #3**.



#### Food Pantry:

- High rate of need for service among all 3 PLWH/A populations
- High service gap rate for PLWH/A with interrupted care
- With current economic conditions, it is expected that more people will need service

#### Utility Assistance:

- High rate of need for service among all 3 PLWH/A populations
- High service gap rate for PLWH/A with interrupted care
- Funding allocation for FY2009 was insufficient to meet need- allocation of additional funding was approved by the Planning Council in August 2009
- There is currently a \$1000 per consumer per year funding cap, which is often not adequate to meet consumer needs, but allows for more people to receive the service

#### Emergency Housing:

- High rate of need for service of in-care and interrupted care PLWH/A populations
- High service gap rate for PLWH/A with interrupted care
- Difficulty addressing need for those out of care; have to be in-care and have letter from medical provider indicating medical necessity to be eligible for this service
- Utilization rate of Ryan White Part A-funded emergency housing is low- other housing funding (HOPWA and STRMU) is available
- Some housing programs require clients to establish utilities at the residence in their own name, which is problematic for some individuals who have credit problems or unpaid balances on prior utility accounts
- A Housing Needs Survey Special Study was conducted in FY 2011; the report is provided in **Attachment #4**.

#### **The Memphis TGA Continuum of Care**

As part of the development of the 2009 Memphis TGA Comprehensive HIV Services Plan (**Attachment #5**), the Memphis TGA has developed an ideal continuum of care on which all plans for services for the 2011-2012 grant year are based. The ideal continuum of care focuses on increasing access to the Ryan White system and more defined coordination between HIV prevention and care services within the TGA. The continuum links targeted testing and outreach efforts directly to Early Intervention Services and/or Medical Case Managers who are able to quickly link those who are eligible into the Ryan White system of care. Within the continuum of care, core medical and support service providers work together to ensure ongoing referrals for clients who have varying levels of need. The goal of the continuum of care for the Memphis TGA is to decrease the number of individuals who are living with HIV who are unaware of their status, decrease the unmet need of PLWH/A and to increase the number of in-care PLWH/A who are achieving positive medical outcomes.

## **B. Scope of Contract**

The County wishes to establish contractual relationships with designated Contractor(s) selected to administer the programs and the best-qualified Agencies selected through a competitive process that will work in a manner that is cost-effective and practical. All Agencies must be prepared to begin immediately upon receipt of a Notice to Proceed. The selected Agencies will be expected to meet with appropriate Ryan White Program staff within one week of receipt of the Notice to Proceed.

## **C. Project Time Frame**

The initial term of the contract will begin March 1, 2012 and continue through February 28, 2013, with the option to renew for four (4) additional one (1) year periods beginning March through February, with the same terms and conditions and satisfactory performance of all criteria and subject to the availability of funds for each renewal period. The optional renewal periods will be upon mutual written consent of both parties. The provider must be prepared to begin immediately upon receipt of a fully executed contract and written "Notice to Proceed" from the County.

## **D. Reservation of Rights**

The County reserves the right, for any reason to accept or reject any one or more proposals, to negotiate the term and specifications for the services provided, to modify any part of the RFP, or to issue a new RFP.

The County may at any reasonable time, at its expense, make an audit of the proposer's books relative to the Accounts.

## **E. Selection Criteria**

Each proposal response will be evaluated on the criteria outlined in Section XII of this document, the Application Instructions document, provided in **Attachment # 6**. Each bidder should clearly identify the qualifications of its company and the names and qualifications of each individual who will work on this project in response to this RFP.

As part of the qualification process each vendor will be required to apply for an EOC # and provide workforce utilization information. Please contact the EOC Administration @ 901-545-4336 to obtain the necessary documents and to ask any questions that you may have regarding this information.

***During the evaluation process, Shelby County Government reserves the right to consider the vendor's EOC rating in the evaluation.***

## **F. Additional Information and References**

Any additional information that would be helpful to the County in evaluating a proposal, including a list of current and former clients with a similar profile to Shelby County, should be submitted. At least three (3) former clients who have terminated in the last five (5) years should be included on this list.

## **VIII. AWARD OF CONTRACT**

Proposers are advised that the lowest cost proposal will not necessarily be awarded the contract, as the selection will be based upon qualification criteria as deemed by the County and as determined by the selection committee and the County Mayor.

## **IX. PURPOSE**

To select the best-qualified Agencies and award County-approved contracts for professional services, to perform the Services and to satisfactorily complete all activities associated with the Services.

The purpose of Ryan White Part A and Minority AIDS Initiative (MAI) grants are to provide funding for core medical and support services for eligible People Living with HIV/AIDS (PLWH/A), and to evaluate and address the disproportionate impact of HIV and AIDS on women and minorities, including African Americans, Alaska Natives, Latinos, American Indians, Asian Americans, Native Hawaiians, and Pacific Islanders. Shelby County Government is soliciting written proposals, on a competitive basis from qualified agencies or professionals, to provide one or more of the funded services.

### **A. Service Requirements**

1. The Proposer's activities must address the identified needs of people infected/affected by HIV/AIDS contained herein under Section IX. ***Applications requesting funding for programs that do not address the designated funding priorities will not be reviewed.***
2. The Proposer must demonstrate that the Proposer has sufficient knowledge and/or experience in provision of services to PLWH/A to carry out the proposed project. This includes knowledge of and experience with HIV/AIDS related services as well as other necessary experience and knowledge to carry out the specific activities that are proposed.

3. Proposers may apply for funding for more than one service category; the Proposal should clearly identify how funding for multiple services allows for improved or expanded capacity to serve their prospective clients.
4. The Proposer must demonstrate sound financial and program management, provide effective programs, have an evaluation component in place for the program and the agency and have implemented a quality assurance/improvement program.
5. In accordance with state law, the proposer shall not discriminate in their employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, sexual orientation, political affiliation, national origin, or handicap.
6. The proposer may be a primarily religious organization if that entity agrees to provide eligible activities free from religious influence. No funds will be awarded to a primarily religious organization to acquire or construct a facility.
7. The Ryan White Program is a payer of last resort. Where applicable to services provided, the Proposer is required to provide evidence for fiscal audits that the Proposer has billed all available third-party payers, including Medicaid.

**B. Definitions of Service Categories:**

The following are service categories, as defined by HRSA, which have been prioritized by the Memphis TGA Ryan White Planning Council for FY 2012:

**1. CORE SERVICES**

- ***Outpatient/ambulatory medical care*** includes the provision of professional diagnostic and therapeutic services rendered by a physician, physician's assistant, clinical nurse specialist, or nurse practitioner in an outpatient setting. Settings include clinics, medical offices, and mobile vans where clients generally do not stay overnight. Emergency room services are not outpatient settings. Services includes diagnostic testing, early intervention and risk assessment, preventive care and screening, practitioner examination, medical history taking, diagnosis and treatment of common physical and mental conditions, prescribing and managing medication therapy, education and counseling on health issues, well-baby care, continuing care and management of chronic conditions, and referral to and provision of specialty care (includes all medical subspecialties). ***Primary medical care*** for the treatment of HIV infection includes the provision of care that is consistent with the Public Health Service's guidelines. Such care must include

access to antiretroviral and other drug therapies, including prophylaxis and treatment of opportunistic infections and combination antiretroviral therapies.

- ***AIDS Drug Assistance Program (ADAP treatments)*** is a State-administered program authorized under Part B of the Ryan White Program that provides FDA-approved medications to low-income individuals with HIV disease who have limited or no coverage from private insurance, Medicaid, or Medicare.
- ***AIDS pharmaceutical assistance (local) /dispense pharmaceuticals*** includes local pharmacy assistance programs.
- ***Oral health care*** includes diagnostic, preventive, and therapeutic services provided by general dental practitioners, dental specialists, dental hygienists and auxiliaries and other trained primary care providers. **NOTE: There is a \$1,000 cap per client per funding year, with an additional \$500 available per client per funding year for emergency oral health care for this service category.**
- ***Early intervention services (EIS)*** include counseling individuals with respect to HIV/AIDS; testing (including tests to confirm the presence of the disease, tests to diagnose to extent of immune deficiency, tests to provide information on appropriate therapeutic measures); referrals; other clinical and diagnostic services regarding HIV/AIDS; periodic medical evaluations for individuals with HIV/AIDS; and providing therapeutic measures. **NOTE: Funding for this service category is to be used to develop activities related to working with the unaware, newly diagnosed HIV positive and out of care populations and liking them to care. Consideration will be given to funding HIV testing activities that DO NOT supplant or replace existing HIV testing that is or has been funded by other sources.**
- ***Home and community-based health services*** includes skilled health services furnished to the individual in the individual's home, based on a written plan of care established by a case management team that includes appropriate health care professionals. Services include: durable medical equipment; home health aide services and personal care services in the home; day treatment or other partial hospitalization services; home intravenous and aerosolized drug therapy (including prescription drugs administered as part of such therapy); routine diagnostics testing administered in the home; and appropriate mental health, developmental, and rehabilitation services. **NOTE: Inpatient hospitals services, nursing homes and other long-term care facilities are NOT included as home and community-based health services.**
- ***Home Health Care*** includes the provision of services in the home by licensed health care workers such as nurses and the administration of intravenous and

aerosolized treatment, parenteral feeding, diagnostic testing, and other medical therapies.

- ***Health Insurance Premium & Cost Sharing Assistance*** is the provision of financial assistance for eligible individuals living with HIV to maintain a continuity of health insurance or to receive medical benefits under a health insurance program. This includes premium payments, risk pools, co-payments, and deductibles.
- ***Mental health services*** are psychological and psychiatric treatment and counseling services offered to individuals with a diagnosed mental illness, conducted in a group or individual setting and provided by a mental health professional licensed or authorized within the State to render such services. This typically includes psychiatrists, psychologists, licensed professional counselors, and licensed clinical social workers.
- ***Medical nutrition therapy*** is provided by a licensed registered dietitian outside of a primary care visit and includes the provision of nutritional supplements. Medical nutrition therapy provided by someone other than a licensed/registered dietitian should be recorded under psychosocial support services.
- ***Medical case management services (including treatment adherence)*** are a range of client-centered services that link clients with health care, psychosocial, and other services. **The coordination and follow-up of medical treatment is a key component of medical case management.** These services ensure timely and coordinated access to medically appropriate levels of health and support services and continuity of care, through ongoing assessment of the client's and other key family members' needs and personal support systems. Medical case management includes the provision of treatment adherence counseling to ensure readiness for, and adherence to, complex HIV/AIDS treatments. Key activities include: (1) initial assessment of service needs; (2) development of a comprehensive, individualized service plan; (3) coordination of services required to implement the plan; (4) client monitoring to assess the efficacy of the plan; and (5) periodic re-evaluation and adaptation of the plan as necessary over the life of the client. It includes client-specific advocacy and/or review of utilization of services. This includes all types of case management including face-to-face, phone contact, and any other forms of communication. **Medical case management services are more complex than community case management services and require ongoing, coordinated case management processes. Individuals providing medical case management are expected to have specialized training in medical case management models and to have appropriate educational and professional qualifications required to conduct this advanced case management service.**

- ***Substance abuse services - outpatient*** is the provision of medical or other treatment and/or counseling to address substance abuse problems (i.e., alcohol and/or legal and illegal drugs) in an outpatient setting, rendered by a physician or under the supervision of a physician, by other LADAC qualified personnel.
- ***Hospice services*** include room, board, nursing care, counseling, physician services, and palliative therapeutics provided to clients in the terminal stages of illness in a residential setting, including a non-acute-care section of a hospital that has been designated and staffed to provide hospice services for terminal clients.

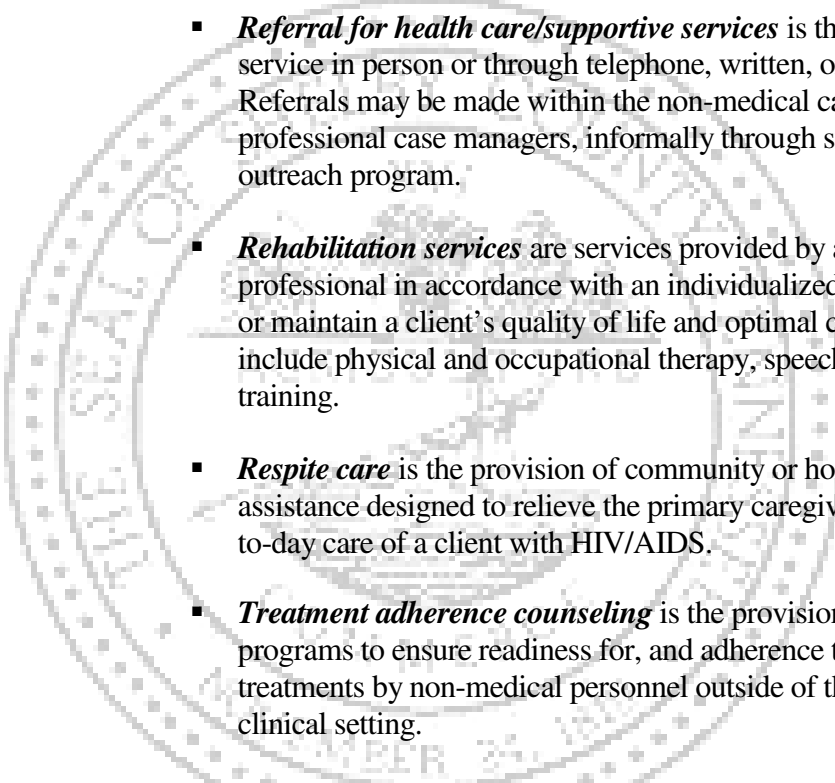
## 2. **SUPPORT SERVICES**

- ***Case management (non-medical)*** includes the provision of advice and assistance in obtaining medical, social, community, legal, financial, and other needed services. Non-medical case management does not involve coordination and follow-up of medical treatments, as medical case management does.
- ***Emergency financial assistance*** is the provision of short-term payments to agencies or establishment of voucher programs to assist with emergency expenses related to essential utilities, housing, food (including groceries, food vouchers, and food stamps), and medication when other resources are not available. **NOTE: There is a \$1,000 cap per client per funding year for this service category.**
- ***Child care services*** are the provision of care for the children of clients who are HIV-positive while the clients attend medical or other appointments or Ryan White Program-related meetings, groups or training. **NOTE: This does not include child care while a client is at work.**
- ***Housing services*** are the provision of short-term assistance to support emergency, temporary or transitional housing to enable an individual or family to gain or maintain medical care. Housing-related referral services include assessment, search, placement, advocacy, and the fees associated with them. Eligible housing can include both housing that does not provide direct medical or supportive services and housing that provides some type of medical or supportive services such as residential mental health services, foster care, or assisted living residential services. **NOTE: There is a 24 month individual lifetime cap for this service. Respondents are strongly encouraged to incorporate recommendations of the Memphis TGA Ryan White Housing Needs Assessment Report provided in Attachment #4.**
- ***Legal services*** are the provision of services to individuals with respect to powers of attorney, do-not-resuscitate orders and interventions necessary to ensure access to eligible benefits, including discrimination or breach of confidentiality litigation as it relates to services eligible for funding under the Ryan White Program. It does

not include any legal services that arrange for guardianship or adoption of children after the death of their normal caregiver.

- ***Food bank/home-delivered meals*** include the provision of actual food or meals. It does not include finances to purchase food or meals. The provision of essential household supplies such as hygiene items and household cleaning supplies should be included in this item. This includes vouchers to purchase food.  
**NOTE: Respondents should develop a process for working with Medical Case Management and Early Intervention Services programs to determine if Food Bank clients are accessing medical care services, and for linking identified out of care clients to medical care.**
- ***Medical transportation services*** include conveyance services provided, directly or through voucher, to a client so that he or she may access health care and related support services. **NOTE: Transportation services may also be provided in the form of bus passes and gas cards. Respondents are strongly encouraged to incorporate recommendations of the HIV/AIDS Transportation Needs Assessment Special Study Report provided in Attachment #3.**
- ***Psychosocial support services*** are the provision of support and counseling activities, child abuse and neglect counseling, HIV support groups, pastoral care, caregiver support, and bereavement counseling. Includes nutrition counseling provided by a non-registered dietitian but excludes the provision of nutritional supplements.
- ***Linguistics services*** include the provision of interpretation and translation services. **NOTE: Respondents that do not have Spanish-speaking bilingual staff, or have access to medical interpretation services at their agency are strongly encouraged to apply for Linguistics funding for access to Language Line services in order to ensure compliance with federal Title VI requirements.**
- ***Outreach services*** are programs that have as their principal purpose identification of people with unknown HIV disease or those who know their status (i.e., case finding) so that they may become aware of, and may be enrolled in, care and treatment services. Outreach services do not include HIV counseling and testing or HIV prevention education. These services may target high-risk communities or individuals. Outreach programs must be planned and delivered in coordination with local HIV prevention outreach programs to avoid duplication of effort; be targeted to populations known through local epidemiologic data to be at disproportionate risk for HIV infection; be conducted at times and in places where there is a high probability that individuals with HIV infection will be reached; and be designed with quantified program reporting that will accommodate local effectiveness evaluation.



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- ***Health education/risk reduction*** is the provision of services that educate clients with HIV about HIV transmission and how to reduce the risk of HIV transmission. It includes the provision of information; including information dissemination about medical and psychosocial support services and counseling to help clients with HIV improve their health status.
  - ***Referral for health care/supportive services*** is the act of directing a client to a service in person or through telephone, written, or other type of communication. Referrals may be made within the non-medical case management system by professional case managers, informally through support staff, or as part of an outreach program.
  - ***Rehabilitation services*** are services provided by a licensed or authorized professional in accordance with an individualized plan of care intended to improve or maintain a client's quality of life and optimal capacity for self-care. Services include physical and occupational therapy, speech pathology, and low-vision training.
  - ***Respite care*** is the provision of community or home-based, non-medical assistance designed to relieve the primary caregiver responsible for providing day-to-day care of a client with HIV/AIDS.
  - ***Treatment adherence counseling*** is the provision of counseling or special programs to ensure readiness for, and adherence to, complex HIV/AIDS treatments by non-medical personnel outside of the medical case management and clinical setting.
  - ***Substance abuse services – residential*** is the provision of treatment to address substance abuse problems (including alcohol and/or legal and illegal drugs) in a residential health service setting (short-term).

### C. Services Required

All services proposed by Respondents to this RFP must be provided within the above service categories and in compliance with all applicable Memphis TGA Standards of Care (**Attachment # 7**).

Eligibility for services must be established for all clients utilizing the Memphis TGA Ryan White Part A and MAI Policy and Procedure (**Attachment # 8**). For additional information on the Ryan White Program and the Memphis TGA Ryan White Planning Council, please go to [www.hivmemphis.org](http://www.hivmemphis.org).

## **X. CONTRACT REQUIREMENTS**

The successful proposer will be expected to enter into a contract incorporating the following terms and conditions, and such additional terms and conditions standard to services of this type.

### **A. General Requirements**

1. Control. All services by the Provider will be performed in a manner satisfactory to the County, and in accordance with the generally accepted business practices, guidelines of the federal Office of Management and Budget -- OMB Circulars A-87 and A-122 regarding cost principles; and OMB Circulars A-133, A-21 and 48 CFR Part 31 -- and procedures of the County.

2. Provider's Personnel. The Provider certifies that it presently has adequate qualified personnel to perform all services required under this Contract. All work under this Contract will be supervised by the provider. The Provider further certifies that all of its employees assigned to serve the project have such knowledge and experience as required to perform the duties assigned to them. Any employee of the Consultant who, in the opinion of the County, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with services under this Contract. Proposers must identify the name, position title, and annual salary and percentage of FTE of every individual who will be working on the proposer's project, should that project be funded.

3. Independent Status. (a) Nothing in this Contract shall be deemed to represent that the provider, or any of the provider's employees or agents, are the agents, representatives, or employees of the County. The Provider will be an independent consultant over the details and means for performing its obligations under this Contract. Anything in this Contract which may appear to give County the right to direct the Provider as to the details of the performance of its obligations under this Contract or to exercise a measure of control over the Provider is solely for purposes of compliance with local, state and federal regulations and means that the Consultant will follow the desires of the County only as to the intended results of the scope of this Contract.

(b) It is further expressly agreed and understood by Provider that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the County; that the provider has been retained by the County to perform the services specified herein (not hired) and that the remuneration specified herein is considered fees for services performed (not wages) and that invoices submitted to the County by the Provider for services performed shall be on the Consultant's letterhead.

4. Termination or Abandonment.

(a) It shall be cause for the immediate termination of this Contract if, after its execution, the County determines that either:

(i) the Provider or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has plead nolo contendere, or has plead or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting.

(ii) The Provider has subcontracted, assigned, delegated, or transferred its rights, obligations or interests under this Contract without the County's consent or approval.

(iii) The Provider has filed bankruptcy, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer is appointed to take charge of all or part of Provider's assets.

(b) The County may terminate the Contract upon five (5) days written notice by the County or its authorized agent to the Provider for Provider's failure to provide the services specified under this Contract.

(c) This Contract may be terminated by either party by giving thirty (30) days written notice to the other, before the effective date of termination. In the event of such termination, the Provider shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date; however, the Provider shall not be reimbursed for any anticipatory profits that have not been earned as of the date of termination.

(d) All work accomplished by Provider prior to the date of such termination shall be recorded and tangible work documents shall be transferred to and become the sole property of the County prior to payment for services rendered.

(e) If this contract fails for any purpose, the Provider must have in place an actionable transition plan for all consumers being served by the Provider. The purpose of the transition plan is to ensure seamless transition for all consumers to equal and accessible services at another qualified service provider.

(f) Notwithstanding the above, the Provider shall not be relieved of liability to the County for damages sustained by the County by virtue of

any breach of the Contract by the Provider and the County may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from the Provider is determined.

5. Subcontracting, Assignment or Transfer. Any subcontracting, assignment, delegation or transfer of all or part of the rights, responsibilities, or interest of either party to this Contract is prohibited unless by written consent of the other party. No subcontracting, assignment, delegation or transfer shall relieve the Provider from performance of its duties under this contract. The County shall not be responsible for the fulfillment of the Provider's obligations to its transferors or sub-providers. Upon the request of the other party, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the assignment.

6. Conflict Of Interest. The Provider covenants that it has no public or private interest, and will not acquire, directly or indirectly, any interest which would conflict, in any manner, with the performance of its services. The Provider warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-provider to the Provider in connection with any work contemplated or performed relative to this Contract.

7. Covenant Against Contingent Fees. The Provider warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Provider, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Provider any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the County will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

8. Employment Of County Workers.

(a) The Consultant will not engage on a full or part-time or other basis during the period of the Contract, any professional or technical personnel who are in the current employment of the County.

(b) Notwithstanding the foregoing, no prior County official or employee may be employed by or receive compensation, wages or benefits from Consultant for a period of one year from employment separation from County if during the period of employment with County the employee or official had any direct or indirect involvement with Consultant's services or operations provided to County.

9. Arbitration. Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the Consultant and the County will be referred to the Shelby County Contract Administrator or his/her duly authorized representative, whose decision regarding same will be final.

10. General Compliance With Laws.

(a) If required, the Provider shall certify that it is qualified and duly licensed to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

(b) The Provider is assumed to be familiar with and agrees that at all times it will observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the work. The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements, the Americans with Disabilities Act (ADA).

(c) This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this contract the Provider agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this contract will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this contract submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.

11. Nondiscrimination. The Provider hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Provider on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Provider shall upon request show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination.

12. Entire Agreement. This Contract contains the entire Contract of the parties and there are no other promises or conditions in any other Contract whether oral or

written. This Contract supersedes any prior written or oral Contracts between the parties.

13. Amendment. This Contract may be modified or amended, only if the amendment is made in writing and is signed by both parties.

14. Severability. If any provision of this Contract is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Contract shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract a provision as similar in terms to such unlawful, invalid or unenforceable provision as may be possible, and be legal, valid and enforceable.

15. No Waiver Of Contractual Right. No waiver of any term, condition, default, or breach of this Contract, or of any document executed pursuant hereto, shall be effective unless in writing and executed by the party making such waiver; and no such waiver shall operate as a waiver of either (a) such term, condition, default, or breach on any other occasion or (b) any other term, condition, default, or breach of this Contract or of such document. No delay or failure to enforce any provision in this Contract or in any document executed pursuant hereto shall operate as a waiver of such provision or any other provision herein or in any document related hereto. The enforcement by any party of any right or remedy it may have under this Contract or applicable law shall not be deemed an election of remedies or otherwise prevent such party from enforcement of one or more other remedies at any time.

16. Matters To Be Disregarded. The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.

17. Subject To Funding. This Contract is subject to the HRSA Notice of Grant Award and to annual appropriations of funds by the Shelby County Government. In the event sufficient funds for this Contract are not appropriated by Shelby County Government for any of its fiscal period during the term hereof, then this Contract will be terminated. In the event of such termination, the consultant shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date.

18. Travel Expenses. All travel expenses payable under this Contract shall be in accordance with the County Travel Policy and Procedures. This includes advance

written travel authorization, submission of travel claims, documentation requirements, and reimbursement rates. No travel advances will be made by the County.

19. Incorporation Of Other Documents.

(a) The Provider shall provide services pursuant to this Contract in accordance with the terms and conditions set forth within the Shelby County Request for Proposals/Bids, as well as, the Response of the Provider thereto, all of which are maintained on file within the Shelby County Purchasing Department and incorporated herein by reference.

(b) It is understood and agreed between the parties that in the event of a variance between the terms and conditions of this Contract and any amendment thereto and the terms and conditions contained either within the Request for Proposals/Bids or the Response thereto, the terms and conditions of this Contract as well as any amendment shall take precedence and control the relationship and understanding of the parties.

20. Contracting With Locally Owned Small Businesses. The Provider shall take affirmative action to utilized Locally Owned Small Businesses when possible as sources of supplies, equipment, construction, and services.

21. Incorporation Of Whereas Clauses. The foregoing whereas clauses are hereby incorporated into this Contract and made a part hereof.

22. Waiver Of Proprietary Interest. Notwithstanding anything to the contrary contained herein or within any other document supplied to County by the Provider, Provider understands and acknowledges that County is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to the County by the Contractor due to services performed pursuant to this Contract is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee.

23. Organization Status And Authority.

(a) Provider represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing and in good standing under the laws of the state of Tennessee; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary.

(b) The execution, delivery and performance of this Contract by the Provider has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government,

the organizational documents of the Provider, any provision of any indenture, agreement or other instrument to which the Provider is a party, or by which the Provider's respective properties or assets are bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets.

24. Warranty. Provider warrants to the County that all Services shall be in strict compliance with the terms of this Contract, and all applicable governmental laws, rules and regulations.

25. Rights in Data. The County shall become the owner, and the Provider shall be required to grant to the County, or its successors, a perpetual, non-exclusive, non-transferable, royalty-free right, in the County's name, to use any deliverables provided by the Provider under this Contract, regardless of whether they are proprietary to the Provider or to any third parties.

## **B. Indemnification and Insurance Requirements**

### **1. Responsibilities For Claims And Liabilities.**

(a) Provider shall indemnify, defend, save and hold harmless the County, and its elected officials, officers, employees, agents, assigns, and instrumentalities from and against any and all claims, liability, losses or damages—including but not limited to Title VII and 42 USC 1983 prohibited acts—arising out of or resulting from any conduct; whether actions or omissions; whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with or in breach of this Contract or in the performance of the duties hereunder, whether performed by the Provider its sub-providers, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Contract.

(b) Provider expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Consultant shall in no way limit the responsibility to indemnify, defend, save and hold harmless the County or its elected officials, officers, employees, agents, assigns, and instrumentalities as herein provided.

(c) The County has no obligation to provide legal counsel or defense to the Provider or its sub-providers in the event that a suit, claim or action of any character is brought by any person not party to this Contract against Provider as a result of or relating to obligations under this Contract.



(d) Except as expressly provided herein, the County has no obligation for the payment of any judgment or the settlement of any claims against the Provider as a result of or relating to obligations under this Contract.

(e) Provider shall immediately notify the County, c/o Shelby County Government, Contracts Administration, 160 N. Main Street, Suite 550, Memphis, TN 38103, of any claim or suit made or filed against the Provider or its sub-providers regarding any matter resulting from or relating to the Contractor's obligations under this Contract and will cooperate, assist and consult with the County in the defense or investigation thereof.

(f) The Consultant shall immediately notify the County, c/o Shelby County Government, Contracts Administration, 160 N. Main Street, Suite 550, Memphis, TN 38103, of cancellation or changes in any of the insurance coverage required.

2. Insurance Requirements. The Contractor/Provider shall maintain coverage with limits of no less than:

1) *Commercial General Liability Insurance* \$1,000,000 limit per occurrence bodily injury and property damage/\$1,000,000 personal and advertising injury/\$2,000,000 General Aggregate/\$2,000,000 Products-Completed Operations Aggregate. Shelby County Government, its elected officials, appointees, employees and members of boards, agencies, and commissions shall be named as additional insureds. The insurance shall include coverage for the following:

- a) Premises/Operations
- b) Products/Completed Operations
- c) Contractual
- d) Independent Contractors
- e) Broad Form Property Damage
- f) Personal Injury

2) *Business Automobile Liability Insurance* - \$1,000,000 each accident for property damage and personal injury. Coverage is to be provided on all:

- a) Owned/Leased Autos
- b) Non-owned Autos
- c) Hired Autos

3) *Workers Compensation and Employers' Liability Insurance* - Workers Compensation statutory limits as required by Tennessee. This policy should include Employers' Liability Coverage for \$1,000,000 per accident.

4) *Professional Liability Insurance* – minimum limits of \$1,000,000 per claim/\$3,000,000 annual aggregate. Coverage is to include the provider and all its employed or contracted professionals. Indicate if coverage is on occurrence basis or claims-made basis. Coverage is to be included for, but not limited to, all medical care providers, social workers, nutritionists and dieticians, dentists and hygienists and technicians, pharmacists and technicians, mental health care providers, substance abuse counselors, and any other professional involved in providing services under this proposal.

All policies will provide for thirty (30) days written notice to Shelby County of cancellation of coverage provided. Ten (10) days notice is applicable to non-payment of premium. If the insurer is not required by the policy terms and conditions to provide written notice of cancellation to Shelby County, the Consultant/Provider will provide immediate notice to Shelby County.

All insurance policies maintained by the Consultant/Provider shall provide that insurance as applying to Shelby County shall be primary and non-contributing irrespective of such insurance or self-insurance as Shelby County may maintain in its own name and on its own behalf.

#### **C. Right to Monitor and Audit**

Access To Records. During all phases of the work and services to be provided hereunder the Provider agrees to permit duly authorized agents and employees of the County, to enter Provider's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The Provider will maintain all books, documents, papers, accounting records, and other evidence pertaining to the fee paid under this Contract and make such materials available at their offices at all reasonable times during the period of this Contract and for three (3) years from the date of payment under this Contract for inspection by the County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested.

## **XI. PROPOSAL SUBMISSION**

### **A. GENERAL**

1. All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands this entire RFP, including all attachments, exhibits, schedules, and addenda (as applicable) and all concerns regarding this RFP have been satisfied.

2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc. are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

3. Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.

4. **Hard copy proposals must be received by no later than 3:00 pm (CST) on November 18, 2011, at Shelby County Government Purchasing Department, 160 N. Main St., Suite 550, Memphis, TN 38103.**

5. Proposer agrees to provide the County with any additional information it deems necessary to accurately determine ability to perform the services proposed. Furthermore, submission of this proposal constitutes permission by this organization for the County to verify all information contained in the proposal. Failure to comply with any request for additional information may disqualify this organization from further consideration. Such additional information may include evidence of financial ability to perform.

## **B. PROPOSAL PRESENTATION**

1. One (1) original proposal (clearly identified as original) and seven (7) copies of the proposal are required.

2. The package containing the original and copies must be sealed and marked with the Proposer's name and **"CONFIDENTIAL — RYAN WHITE Part A and MAI Services, RFP #12-008-12"** with due date and time indicated.

3. Proposals must be typed. Erasures and "white-out" are not permitted. Mistakes may be crossed out, corrections typed adjacent and initialed in ink by the person signing the proposal. Please identify all attachments, literature, and samples, etc., with your firm name and our bid number.

4. Proposals must be verified before submission as they cannot be withdrawn or corrected after being opened. The County will not be responsible for errors or omissions on the part of bidders in making up their proposals. A responsible officer or employee must sign proposals. Tennessee sales tax shall not be included in the Consultant's proposal.

## C. PROPOSAL FORMAT

Response to this RFP must be in the form of a proposal package that must be submitted in the format described in the Application Instructions document (**Attachment #5**). **Please download all the attachments to this proposal.** The Cover Letter and Proposal Response Sheet (*required document*) should be the first two pages of your written response.

1. Cover Letter
2. Proposal Response Sheet (**Attachment # 9**) – Submit on letterhead stationary, signed by a duly authorized officer, employee, or agent of the organization/firm.
2. Application Checklist (**Attachment # 10**)
3. Comprehensive Response
  - a. Outline of how respondent can meet or exceed the minimum requirements.
  - b. Detail the respondent's qualifications to provide the proposed services. If respondent has previously received Ryan White Part A and/or MAI funding, the proposer should include data about the number of clients served, the number of services provided and related program evaluation data.
  - c. Proposals must include a detailed Implementation Plan for **each** of the proposed service categories (**Attachment #11**) for which funding are requested.
  - d. Proposers must attach a copy of their current Quality Management Plan for HIV services, or outline the process for developing a Quality Management plan which can be implemented at the beginning of the contract period. Previous recipients of Ryan White Part A and/or MAI funding should include a summary of Quality Management data for the most recent monitoring period. **Attachment # 12** includes information about the recommended HRSA HIV/AIDS Bureau service measures and quality management plans.
4. Proposers must provide a budget for **each** of the proposed service categories for which funding is requested using the form provided in **Attachment #13**.

5. Proposers must indicate that they will implement the Memphis TGA Eligibility Policy and Procedure in determining client eligibility for services by attaching a signed Statement of Compliance with Memphis TGA Eligibility Policy and Procedure . (**Attachment # 14**).

6. References

References of the Proposer, including at least three (3) other clients for whom the Proposer has provided services similar to the Services (with preference given to clients comparable to Shelby County Government) and, for each such reference, the business name, the identification of a contact person, the title of the contact person and a telephone number.

## **XII. PROPOSAL EVALUATION AND SELECTION**

### **A. Evaluation Process**

1. Initial Review – All proposals will be initially evaluated to determine if they meet the following minimum requirements:
  - a. The proposal must be complete, in the required format and be in compliance with all the requirements of the RFP.
  - b. Proposers must meet the Minimum Proposer Requirements outlined in Section II of this RFP.
2. Technical Review- Proposals meeting the above requirements will be evaluated on the basis of the following criteria:
  - a. Each proposal will be reviewed by a special Ad-Hoc Committee which may elect to schedule a personal presentation and interview with one or more of the bidders. After the review process is completed, this committee will recommend the successful bidder to the Division Director, Finance and Administration, who makes the decision, subject to the approval of the contract by the Mayor and the Board of County Commissioners.
  - b. All proposals submitted in response to this RFP will be evaluated based on the following criteria:
    - i. Qualifications of personnel.
    - ii. Ability to present a clear understanding of the nature and scope of the project.
    - iii. Project methodology.

- iv. Previous experience with similar projects.
- v. Cost to the Shelby County Government as outlined in the budget estimate.
- vi. Time frame for completion.

3. Oral Presentation.

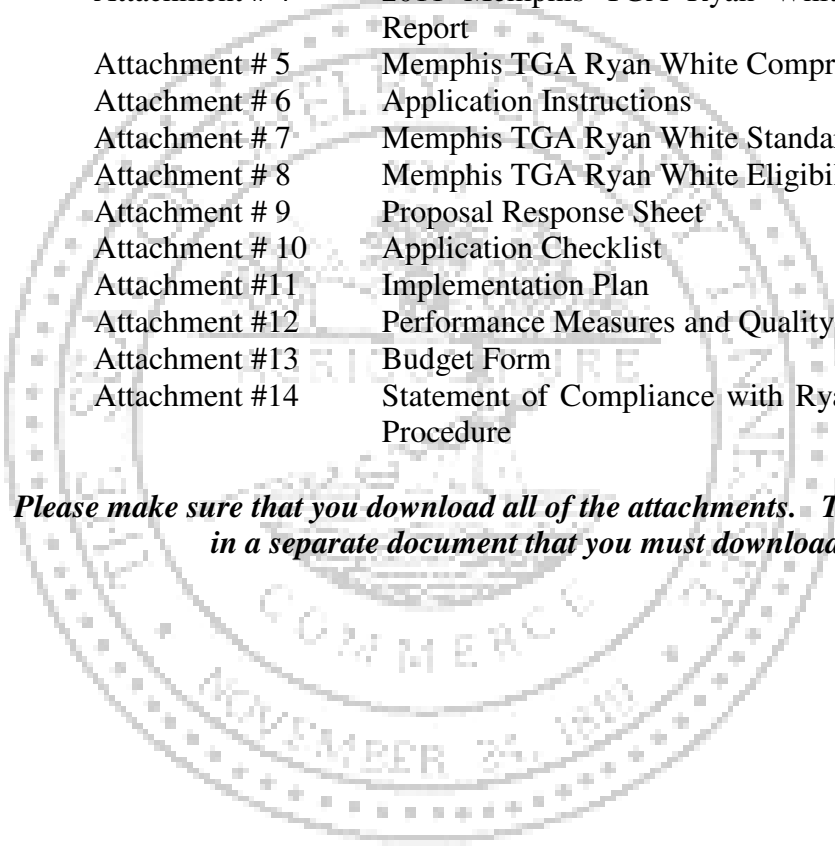
The Shelby County Government reserves the right to interview, or require an oral presentation from any Respondent for clarification of information set forth in the Proposer's response. In this regard, at the discretion of the evaluation committee, some or all Proposers who submit an Proposal in response to this RFP may be asked submit to an interview or give an oral presentation of their respective Proposals to the evaluation committee. If so, this is not to be a presentation restating the Proposal, but rather an in-depth analysis of certain qualifications of the Proposer. The interview or oral presentation, if utilized, is intended to provide an opportunity for the Proposer to clarify or elaborate on its qualifications without restating the Proposal. The interview or oral presentation is to be a fact finding and explanation session only and is not to be used to negotiate any terms of contract. If required, the time and location of such interview or oral presentation will be scheduled by the Administrator of Purchasing. Interviews and oral presentations are strictly an option of the Shelby County Government or its evaluation committee and, consequently, may or may not be conducted. All travel expenses to and from the interview or oral presentation shall be the responsibility of the Proposer. Selection will be based on determination of which proposal best meets the needs of the Memphis TGA and the County and the requirements of this RFP.

***Shelby County Government reserves the right to consider the vendor's EOC rating in all evaluations.***

**B. CONTRACT AWARD**

Contract(s) will be awarded based on a competitive selection of proposals received. Proposers are advised that the lowest cost proposal will not necessarily be awarded the Contract, as the selection will be based upon qualification criteria as deemed by the County and as determined by the selection committee and the County Mayor. The contents of the proposal of the successful Proposer will become the basis of contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award. The County reserves the right to negotiate any portions of the successful Proposer's fees and scope of work or utilize their own resources for such work.

## LIST OF RFP ATTACHMENTS



|                 |  |
|-----------------|--|
| Attachment # 1  | 2008-2009 HIV and AIDS Incidence and Prevalence                          |
| Attachment # 2  | 2009 Needs Assessment Report   |
| Attachment # 3  | 2010 Transportation Study Report   |
| Attachment # 4  | 2011 Memphis TGA Ryan White Housing Needs Assessment Report              |
| Attachment # 5  | Memphis TGA Ryan White Comprehensive Plan                                |
| Attachment # 6  | Application Instructions   |
| Attachment # 7  | Memphis TGA Ryan White Standards of Care                                 |
| Attachment # 8  | Memphis TGA Ryan White Eligibility Policy and Procedure                  |
| Attachment # 9  | Proposal Response Sheet  |
| Attachment # 10 | Application Checklist  |
| Attachment # 11 | Implementation Plan  |
| Attachment # 12 | Performance Measures and Quality Management Plan Information             |
| Attachment # 13 | Budget Form  |
| Attachment # 14 | Statement of Compliance with Ryan White Eligibility Policy and Procedure |

***Please make sure that you download all of the attachments. The attachments are contained in a separate document that you must download and complete.***